

## **STATEWIDE TERM CONTRACT FOR LARGE TRACTORS AND MOWERS (75.1 – 225 PTO HP)**

This is a statewide contract for the provision of agricultural tractors and mowers in the horsepower ranges listed. Any state agency, political subdivision, county government, municipal government, or other entity authorized to use state contracts may place orders.

When tractors and mowers are purchased as a unit, it will be the responsibility of the mower manufacturer to provide the mowers, install, and certify that the installation has been made at the mower factory or mower's authorized dealer on an approved make and model tractor and that the installation and operational loads do not exceed the tractor manufacturer limitations. State contract customers are not responsible for installing mowers and equipment on tractors. It will be the mower/mower dealer companies' responsibility and expense to arrange all installation of said equipment. All associated pricing for installation labor and/or supplies is included with the cost of the mower.

Each individual contract includes every model mower and/or tractor for the named Manufacturer's complete line of equipment in the PTO Horsepower ranges listed. Awards were made pursuant to each of the following categories of equipment:

*Click on the links below to access contractor information:*

**[MOWERS, TRACTOR MOUNTED, FRONT, SIDE, OR REAR](#)**

**[TRACTORS, WHEEL TYPE, INDUSTRIAL, 75.1 – 95 PTO HP](#)**

**[TRACTORS, WHEEL TYPE, INDUSTRIAL, 95.1 – 140 PTO HP](#)**

**[TRACTORS, WHEEL TYPE, INDUSTRIAL, 140.1 – 225 PTO HP](#)**

**[MOWER SPECIFICATIONS](#)**

**[TRACTOR SPECIFICATIONS](#)**

**[COMPLETE TERMS AND CONDITIONS](#)**

**MOWERS, TRACTOR MOUNTED, FRONT, SIDE, OR REAR**

**ALAMO**

**BUSH-WHACKER**

**DIAMOND**

**TIGER**

*For mowers, "DELIVERY (DAYS ARO)" means days after receipt of tractor from tractor manufacturer.*

Allen Register, Procurement Officer  
Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)  
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Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

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## **ALAMO INDUSTRIAL**

**Contract Number:** 4400002453

**Awarded To:** ALAMO INDUSTRIAL  
1502 E WALNUT ST  
SEGUIN TX 78155

**Contact Person:** Brian Dunleavy

**Phone:** (830) 372-9715

**Fax:** (830) 379-0864

**E-mail:** [jwilson@alamo-group.com](mailto:jwilson@alamo-group.com)

**State Vendor #:** 7000044916

**Taxpayer ID #:** 74-2494182

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Alamo Industrial	30%	\$ 1,209,600.00

### Description

### Percentage Discount Off Price List

Factory Installed Attachments & Accessories \_\_\_\_\_30\_\_\_\_\_ %

Dealer Installed Attachments & Accessories \_\_\_\_\_30\_\_\_\_\_ %

Additional Discount for orders of three (3) or more units: \_\_\_\_\_1\_\_\_\_\_ %

Discount for units picked up by agency at dealer's SC location \$\_\_\_\_\_250.00\_\_\_\_\_

DELIVERY (DAYS ARO): \_\_\_\_\_30-90\_\_\_\_\_

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## **BUSH-WHACKER**

**Contract Number:** 4400002452

**Awarded To:** HALL MANUFACTURING LLC  
PO Box 5638  
NORTH LITTLE ROCK AR 72119

**Contact Person:** Andy Capel  
**Phone:** (501) 945-7550

**Fax:**

**E-mail:** [acapel@bush-whacker.com](mailto:acapel@bush-whacker.com)

**State Vendor #:** 7000058734

**Taxpayer ID #:** 71-0706648

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Bush-Whacker	40%	\$ 1,036,800.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
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Factory Installed Attachments & Accessories	_____40_____%
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Dealer Installed Attachments & Accessories	_____40_____%
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Additional Discount for orders of three (3) or more units:	_____0_____%
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Discount for units picked up by agency at dealer's SC location      \$\_\_\_\_\_0\_\_\_\_\_

DELIVERY (DAYS ARO):      \_\_\_\_\_90\_\_\_\_\_

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DELIVERY (DAYS ARO): 90

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## **TIGER**

**Contract Number:** 4400002454

**Awarded To:** TIGER CORPORATION  
3301 NORTH LOUISE  
SIOUX FALLS SD 57107

**Contact Person:** Steve Marks

**Phone:** (605) 336-7900

**Fax:** (605) 338-9702

**E-mail:** [smarks@tigermowers.com](mailto:smarks@tigermowers.com)

**State Vendor #:** 7000056153

**Taxpayer ID #:** 88-0329653

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00001	Mowers, Tractor Mounted Manufacturer: Tiger	21%	\$ 1,365,120.00

<u>Description</u>	<u>Percentage Discount Off Price List</u>
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Factory Installed Attachments & Accessories	_____6_____%
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Dealer Installed Attachments & Accessories	_____50_____%
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Additional Discount for orders of three (3) or more units:	_____1_____%
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Discount for units picked up by agency at dealer's SC location      \$\_\_\_\_\_150.00\_\_\_\_\_

DELIVERY (DAYS ARO):      \_\_\_\_\_90\_\_\_\_\_

**TRACTORS, WHEEL TYPE, INDUSTRIAL, 75.1 – 95 PTO HP**

**CASE IH** (11/27/2012 – Not currently available)

**CHALLENGER**

**JOHN DEERE**

**KUBOTA**

**NEW HOLLAND**

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## **CASE IH**

**(11/27/2012 – Not currently available)**



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## **CHALLENGER**

**Contract Number:** 4400002455

**Awarded To:** BLANCHARD MACHINERY COMPANY  
PO Box 7517  
WEST COLUMBIA SC 29202

**Contact Person:** Don Wise

**Phone:** (803) 791-7100

**Fax:** (803) 791-9874

**E-mail:** [dwise@blanchardmachinery.com](mailto:dwise@blanchardmachinery.com)

**State Vendor #:** 7000052564

**Taxpayer ID #:** 59-0681683

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: Challenger	27%	\$ 620,500.00

### Description

### Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories	_____27_____%
Dealer Installed Attachments/Implements & Accessories	_____27_____%
DELIVERY (DAYS ARO):	_____180_____
Additional Discount for orders of three (3) or more units:	_____1_____%

## **JOHN DEERE**

**Contract Number:** 4400002459

**Awarded To:** JOHN DEERE COMPANY  
2000 JOHN DEERE RUN  
CARY NC 27513

**Contact Person:** Andrew Hill

**Phone:** (800) 358-5010 – option #2

**Fax:** (309) 749-2313

**E-mail:** [GNSBids@JohnDeere.com](mailto:GNSBids@JohnDeere.com)

**State Vendor #:** 7000007387

**Taxpayer ID #:** 36-2382580

**Maximum Contract Period:** May 18, 2010 through May 18, 2015

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: John Deere	25%	\$ 637,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

DELIVERY (DAYS ARO): \_\_\_\_\_ 60-180 \_\_\_\_\_

Additional Discount for orders of three (3) or more units:

3 – 4 Units \_\_\_\_\_ 1 \_\_\_\_\_ %

5 – 6 Units \_\_\_\_\_ 2 \_\_\_\_\_ %

7 – 8 Units \_\_\_\_\_ 3 \_\_\_\_\_ %

9 or more Units \_\_\_\_\_ 4 \_\_\_\_\_ %

**\*\*\*Alternate Contact Person: Jack Switzer**

**Phone:** (919) 302-5104

**Email:** [SwitzerJrJackE@JohnDeere.com](mailto:SwitzerJrJackE@JohnDeere.com)

## **KUBOTA**

**Contract Number:** 4400002458

**Awarded To:** STEEN ENTERPRISES INC  
7634 SAVANNAH HWY  
ADAMS RUN SC 29426

**Contact Person:** Billy Steen

**Phone:** (843) 889-2994

**Fax:**

**E-mail:** [steenent@gmail.com](mailto:steenent@gmail.com)

**State Vendor #:** 7000027420

**Taxpayer ID #:** 57-0729950

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: Kubota	25%	\$ 637,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_ 0.25 \_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_ 0.25 \_\_\_\_\_ %

DELIVERY (DAYS ARO): \_\_\_\_\_ 180 \_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_ 0 \_\_\_\_\_ %

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## **NEW HOLLAND**

**Contract Number:** 4400002457

**Awarded To:** CNH AMERICA LLC NEW HOLLAND BRAND  
PO Box 1895  
NEW HOLLAND PA 17557

**Contact Person:** Wayne Crow

**Phone:** (877) 269-0114, option 3

**Fax:** (877) 764-1369

**E-mail:** [Wayne.crow@newholland.com](mailto:Wayne.crow@newholland.com)

**State Vendor #:** 7000106459

**Taxpayer ID #:** 76-0733811

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00002	Tractors 75.1-95 PTO HP Manufacturer: New Holland	27%	\$ 620,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories	_____27_____%
Dealer Installed Attachments/Implements & Accessories	_____25_____%
DELIVERY (DAYS ARO):	_____180_____
Additional Discount for orders of three (3) or more units:	_____0_____%

**TRACTORS, WHEEL TYPE, INDUSTRIAL, 95.1 – 140 PTO HP**

**CASE IH** (11/27/2012 – Not currently available)

**CHALLENGER**

**JOHN DEERE**

**KUBOTA**

**NEW HOLLAND**

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## **CASE IH**

**(11/27-2012 – Not currently available)**

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## **CHALLENGER**

**Contract Number:** 4400002455

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PO Box 7517  
WEST COLUMBIA SC 29202

**Contact Person:** Don Wise

**Phone:** (803) 791-7100

**Fax:** (803) 791-9874

**E-mail:** [dwise@blanchardmachinery.com](mailto:dwise@blanchardmachinery.com)

**State Vendor #:** 7000052564

**Taxpayer ID #:** 59-0681683

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: Challenger	27%	\$ 620,500.00

### Description

### Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_27\_\_\_\_\_%

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_27\_\_\_\_\_%

DELIVERY (DAYS ARO): \_\_\_\_\_180\_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_1\_\_\_\_\_%

## **JOHN DEERE**

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2000 JOHN DEERE RUN  
CARY NC 27513

**Contact Person:** Andrew Hill

**Phone:** (800) 358-5010 – option #2

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**Taxpayer ID #:** 36-2382580

**Maximum Contract Period:** May 18, 2010 through May 18, 2015

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: John Deere	25%	\$ 637,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

DELIVERY (DAYS ARO): \_\_\_\_\_ 60-180 \_\_\_\_\_

Additional Discount for orders of three (3) or more units:

3 – 4 Units \_\_\_\_\_ 1 \_\_\_\_\_ %

5 – 6 Units \_\_\_\_\_ 2 \_\_\_\_\_ %

7 – 8 Units \_\_\_\_\_ 3 \_\_\_\_\_ %

9 or more Units \_\_\_\_\_ 4 \_\_\_\_\_ %

**\*\*\*Alternate Contact Person: Jack Switzer**

**Phone:** (919) 302-5104

**Email:** [SwitzerJrJackE@JohnDeere.com](mailto:SwitzerJrJackE@JohnDeere.com)



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ADAMS RUN SC 29426

**Contact Person:** Billy Steen

**Phone:** (843) 889-2994

**Fax:**

**E-mail:** [steenent@gmail.com](mailto:steenent@gmail.com)

**State Vendor #:** 7000027420

**Taxpayer ID #:** 57-0729950

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: Kubota	25%	\$ 637,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_ 0.25 \_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_ 0.25 \_\_\_\_\_ %

DELIVERY (DAYS ARO): \_\_\_\_\_ 180 \_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_ 0 \_\_\_\_\_ %

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## **NEW HOLLAND**

**Contract Number:** 4400002457

**Awarded To:** CNH AMERICA LLC NEW HOLLAND BRAND  
PO Box 1895  
NEW HOLLAND PA 17557

**Contact Person:** Wayne Crow

**Phone:** (877) 269-0114, option 3

**Fax:** (877) 764-1369

**E-mail:** [Wayne.crow@newholland.com](mailto:Wayne.crow@newholland.com)

**State Vendor #:** 7000106459

**Taxpayer ID #:** 76-0733811

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00003	Tractors 95.1-140 PTO HP Manufacturer: New Holland	28%	\$ 612,000.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_28\_\_\_\_\_%

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_25\_\_\_\_\_%

DELIVERY (DAYS ARO): \_\_\_\_\_180\_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_2\_\_\_\_\_%

**TRACTORS, WHEEL TYPE, INDUSTRIAL, 140.1 – 225 PTO HP**

**CASE IH** (11/27/2012 – Not currently available)

**CHALLENGER**

**JOHN DEERE**

**NEW HOLLAND**

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## **CASE IH**

**(11/27/2012 – Not currently available)**

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**State Vendor #:** 7000052564

**Taxpayer ID #:** 59-0681683

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: Challenger	27%	\$ 620,500.00

### Description

### Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_27\_\_\_\_\_%

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_27\_\_\_\_\_%

DELIVERY (DAYS ARO): \_\_\_\_\_180\_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_1\_\_\_\_\_%

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**E-mail:** [GNSBids@JohnDeere.com](mailto:GNSBids@JohnDeere.com)

**State Vendor #:** 7000007387

**Taxpayer ID #:** 36-2382580

**Maximum Contract Period:** May 18, 2010 through May 18, 2015

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: John Deere	25%	\$ 637,500.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_ 25 \_\_\_\_\_ %

DELIVERY (DAYS ARO): \_\_\_\_\_ 60-180 \_\_\_\_\_

Additional Discount for orders of three (3) or more units:

3 – 4 Units \_\_\_\_\_ 1 \_\_\_\_\_ %

5 – 6 Units \_\_\_\_\_ 2 \_\_\_\_\_ %

7 – 8 Units \_\_\_\_\_ 3 \_\_\_\_\_ %

9 or more Units \_\_\_\_\_ 4 \_\_\_\_\_ %

**\*\*\*Alternate Contact Person: Jack Switzer**

**Phone:** (919) 302-5104

**Email:** [SwitzerJrJackE@JohnDeere.com](mailto:SwitzerJrJackE@JohnDeere.com)

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## **NEW HOLLAND**

**Contract Number:** 4400002457

**Awarded To:** CNH AMERICA LLC NEW HOLLAND BRAND  
PO Box 1895  
NEW HOLLAND PA 17557

**Contact Person:** Wayne Crow

**Phone:** (877) 269-0114, option 3

**Fax:** (877) 764-1369

**E-mail:** [Wayne.crow@newholland.com](mailto:Wayne.crow@newholland.com)

**State Vendor #:** 7000106459

**Taxpayer ID #:** 76-0733811

**Maximum Contract Period:** May 18, 2010 through May 17, 2015

Item	Description	Percent Discount	Evaluated Amt
00004	Tractors 140.1-225 PTO HP Manufacturer: New Holland	28%	\$ 612,000.00

**Description**

**Percentage Discount Off Price List**

Factory Installed Attachments/Implements & Accessories \_\_\_\_\_28\_\_\_\_\_%

Dealer Installed Attachments/Implements & Accessories \_\_\_\_\_25\_\_\_\_\_%

DELIVERY (DAYS ARO): \_\_\_\_\_180\_\_\_\_\_

Additional Discount for orders of three (3) or more units: \_\_\_\_\_2\_\_\_\_\_%

## Mower Specifications

Mowers provided shall include, as a unit, tractor-mounting hardware and structural components, counterweights, cab safety shielding, boom or arm (as applicable), mower deck and blades, hydraulic pumps and motors, electrical or mechanical control systems, and all hoses, wiring, fluids, adjustments, etc. to deliver a functional unit to the ordering agency ready for immediate operation.

Attachments/accessories provided shall include all standard items and accessories normally furnished by the manufacturer/dealer.

Joystick electrohydraulic controls must be available as an option from the mower manufacturer for boom mowers.

Manufacturers shall have available as part of their standard product offering side or mid-mounted boom mowers capable of reaching horizontally 25 feet from tractor centerline to cut. Adequate counterweight shall be provided to stabilize the tractor during all mowing operations.

Liquid-filled tires/tubes is NOT an acceptable method of providing counterweight for attached mowers.

Mowers shall securely stow for transport while tractors and mowers are loaded onto trailers. Overall width in transport position shall not exceed 10 feet (8 feet 6 inches preferred), and overall height in transport position shall not exceed 10 feet 8 inches.

The mower shall be mounted on the tractor and hydraulically operated in a manner approved by the mower manufacturer. The mower installation must be performed by the mower manufacturer at the mower factory/assembly plant or authorized dealer. Installation shall not be made by a tractor dealership unless the dealership is factory authorized to do so. Documentation must be made available upon request certifying this authorization.

All mowers shall pass the foot probe test, blade impact test, blade unbalance test, structural integrity test, and thrown object test in accordance with the most recent SAE J-232 Recommended Practice for rotary motors and SAE J-1001 for flail mowers and power rakes.

The mower and installation shall not restrict access to the tractor for performing all routine preventive maintenance requirements on the tractor. Engine panels, oil check sticks, drain plugs, oil and water fill points, and similar items shall be readily accessible for service. The minimum ground clearance under the tractor, with mower, shall be seven (7) inches.

Inadvertent contact with moving machinery parts hazards shall be minimized during normal mounting, starting, operating, or dismounting the equipment by guarding and shielding. The controls furnished with mower, and their direction of motion for stopping, starting, speed control, and operation shall be identified by a label. The mower shall be provided with identification, giving model and serial numbers. Pressurized hoses, lines and components furnished with the mower shall be located or



shielded so that in the event of rupture, fluid is not discharged directly onto the operator when in the operator zone.

### Tractor Specifications

All tractors must have been tested according to the codes of the Organization for Economic Co-operation and Development (OECD) (Nebraska Tractor Test Laboratory station for the United States) and found to be acceptable in the opinion of the entity purchasing the tractor.

Attachments/accessories provided shall include all standard items and accessories normally furnished by the manufacturer/dealer.

Overall tractor width for transport shall not exceed 8 feet 6 inches, and overall height shall not exceed 10 feet 8 inches.

Tractors shall be equipped with a Star Headlight and Lantern Model S5199AC strobe light with brush guard mounted above top rear of Roll Over Protection Structure (ROPS) cab to provide 360 degree visibility.


Tractors shall be equipped with a Slow Moving Vehicle (SMV) Identification Emblem, meeting requirements of most recent SAE J-943 standard, and mounted in accordance with the standard.

Tractors shall be equipped with a Back-up alarm 107 db minimum and permanently marked as such.

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	<b>State of South Carolina</b>	Solicitation Number: 5400001373
	<b>Amendment #1</b>	Date Issued: 03/25/2010
		Procurement Officer: Cooper Marlowe, CPPB
		Phone: 803-737-0644
		E-Mail Address: cmarlowe@mmo.sc.gov

DESCRIPTION: **Large Tractors and Mowers (75.1-225 PTO HP)**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

*The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Materials Management Office  
PO Box 101103  
Columbia SC 29211

PHYSICAL ADDRESS:

Materials Management Office  
Capital Center  
1201 Main Street, Suite 600  
Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **04/12/2010 11:00 am**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/16/2010 at the end of the Pre-Bid**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and One (1) Copy marked "Copy"**

CONFERENCE TYPE: **Pre-Bid**

DATE & TIME: **03/16/2010 11:00 am**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **MMO Conference Room**

**1201 Main St, Ste 600  
Columbia, SC 29201**

**AWARD &  
AMENDMENTS**

Award will be posted on **04/19/2010**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

**NAME OF OFFEROR**

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

**AUTHORIZED SIGNATURE**

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

**TAXPAYER IDENTIFICATION NO.**

(See "Taxpayer Identification Number" provision)

**TITLE**

(business title of person signing above)

**STATE VENDOR NO.**

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**PRINTED NAME**

(printed name of person signing above)

**DATE SIGNED**

**STATE OF INCORPORATION**

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

Allen Register, Procurement Officer

Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)

Telephone: (803) 737-3410

Materials Management Office

1201 Main Street, Suite 600

Columbia, South Carolina 29201

Section: R

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Date: 5/19/2010

☐ Sole Proprietorship

☐ Partnership

☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

COVER PAGE (NOV. 2007)

Allen Register, Procurement Officer  
Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)  
Telephone: (803) 737-3410

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: R  
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Date: 5/19/2010

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="text-align: right; margin-bottom: 10px;">Area Code - _____</div> <div style="display: flex; justify-content: space-between;"> <span>Number - Extension _____</span> <span>Facsimile _____</span> </div> <div style="text-align: right; margin-top: 10px;">E-mail Address _____</div>

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

## ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
---	----------------------	----------------------	----------------------	------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences) . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address

☐ In-State Office Address same as Notice Address **(check only one)**

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**ATTENTION: ALL CHANGES MADE TO THIS SOLICITATION RESULTING FROM THE QUESTION AND ANSWER PERIOD AND THE PRE-BID CONFERENCE HAVE BEEN INCORPORATED INTO THIS AMENDMENT. FOR THE CONVENIENCE OF OFFERORS, CHANGES ARE NOTED IN BLUE TYPE.**

**THIS AMENDMENT (#1) REPLACES THE ORIGINAL INVITATION FOR BID IN ITS ENTIRETY. YOU SHOULD DISCARD ANY COPIES OF THE ORIGINAL INVITATION FOR BID THAT YOU HAVE. BE SURE TO USE AMENDMENT #1 AS YOUR BIDDING FORM. THIS AMENDMENT WILL BE USED IN LIEU OF THE ORIGINAL INVITATION FOR BID FOR CONTRACT ADMINISTRATION.**

**BE SURE TO NOTE THAT THE AWARD STRUCTURE HAS CHANGED. INSTEAD OF AWARDING BY INDIVIDUAL ITEM TO THE THREE (3) BIDDERS OFFERING THE HIGHEST PERCENTAGE DISCOUNT, THE STATE WILL NOW AWARD BY INDIVIDUAL LINE ITEM TO THE **FIVE (5) BIDDERS** OFFERING THE HIGHEST PERCENTAGE DISCOUNT.**

**ADDITIONALLY, IN RECOGNITION OF THE FACT THAT DISCOUNT STRUCTURES VARY BETWEEN HORSEPOWER RANGES, THE STATE HAS ELECTED TO CHANGE THE AWARD STRUCTURE FOR TRACTORS. AWARDS WILL BE MADE BY INDIVIDUAL LINE ITEM TO THE **FIVE (5) BIDDERS THAT OFFER THE HIGHEST PERCENTAGE DISCOUNT FOR TRACTORS IN THE 75.1-95 HP RANGE, 95.1-140 HP RANGE, AND 140.1-225 HP RANGE, RESPECTIVELY.****

**NOTE: THE BID OPENING DATE HAS BEEN EXTENDED TO APRIL 12, 2010 AT 11:00 AM.**

## **I. SCOPE OF SOLICITATION**

The purpose of this solicitation is to establish a statewide term contract for the provision of **75.1-225 Power Take-Off Horsepower (PTO HP)** tractors and mowers to using governmental units in the State of South Carolina. Offers are requested for every model tractor for that Manufacturer's complete line of tractors in the PTO Horsepower ranges listed. Likewise, offers are also requested for every mower model for that Manufacturer's complete line of front, side, and rear tractor-mounted (**not solely 3-point, except for 3-point hitch mounted gang mowers ordered in conjunction with front, mid, or side mounted mowers**) mowers in the items listed in the bidding schedule. Bidders may bid on one or **more** of the items listed. Bids are requested in the form of a **single** discount to be applied to the bidder's complete line of equipment for each line item. Any bid that contains multiple discounts within a single line item **will be rejected**. There are no exceptions to this requirement. Awards will be made by individual line item to the **five (5)** responsive and responsible bidders that offer the highest single discount off that line item. The initial term of the contract(s) will be one year, and there will be four one-year options to renew.

## **ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

## **MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)**

Start date: **04/30/2010** End date: **04/29/2015**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]



## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS (JAN 2006)**

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-1]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]



## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

### **GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not

participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at:  
<http://www.scstatehouse.net/coderegs/statmast.htm> [02-2A040-1]

## **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).  
(Applicable only to offers submitted on paper.) [02-2A045-1]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (JAN 2006)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.  
[02-2A105-1]

## RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer.

This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

## SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

[http://www.scemd.org/scgovweb/weather\\_alert.html](http://www.scemd.org/scgovweb/weather_alert.html) [02-2A120-1]

## SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are



subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

## **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.  
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.  
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

## **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor

Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

### **DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)**

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation.

Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

### **OFFERING BY ITEM (JAN 2006)**

Offers may be submitted for one or more items. [02-2B095-1]

### **PRICE AS DISCOUNT (JAN 2006)**

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described. [02-2B115-1]

Allen Register, Procurement Officer

Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)

Telephone: (803) 737-3410

Materials Management Office

1201 Main Street, Suite 600

Columbia, South Carolina 29201

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## **PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov) , (b) by facsimile at 803-737-0639 , or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]



### **III. SCOPE OF WORK/SPECIFICATIONS**

#### Scope

This is a statewide contract for the provision of tractors and mowers in the horsepower ranges listed. Any state agency, political subdivision, county government, municipal government, or other entity authorized to use state contracts may place orders.

When tractors and mowers are purchased as a unit, it will be the responsibility of the mower manufacturer to provide the mowers, install, and certify that the installation has been made at the mower factory or mower's authorized dealer on an approved make and model tractor and that the installation and operational loads do not exceed the tractor manufacturer limitations. State contract customers are not responsible for installing mowers and equipment on tractors. It will be the mower/mower dealer companies' responsibility and expense to arrange all installation of said equipment. All associated pricing for installation labor and/or supplies must be included with the cost of the mower installation price bid.

#### Repair Parts

An adequate supply of repair parts must be carried in stock at least two (2) factory authorized distributors in South Carolina that stock parts and service tractors and mowers purchased pursuant to this contract. If manufacturers bid direct, they must provide a list of authorized dealers, addresses, contact names, and telephone numbers that stock repair parts and provide service. If the manufacturer is responsible for providing repair parts and installation of mowers and other equipment, they must provide all the necessary information on contact names, addresses, and telephone numbers for customer use.

#### Sales Literature, Specifications, and Questionnaire

It is the bidder's responsibility to ensure sales literature, specifications, and questionnaire submitted with the bid are accurate, complete and sufficiently clear as these will be used to evaluate the bid.

Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the State's engineers and/or staff to properly evaluate the bid.

#### Inspection

The inspection of equipment will be done by the receiving agency at the time of delivery. If equipment delivered does not meet specifications within this bid then shipment will be rejected and it will be the responsibility of the contract vendor to remedy all discrepancies. The State will not pay for any charges associated with equipment not meeting the salient features of the contract specifications.

All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Performance testing may not occur until the after the equipment is issued to the using field custodian and placed in-service (coincides with the warranty start date). The vendor will be notified of any units not delivered in full compliance with the purchase order specifications.

#### Equipment Transport

Each unit shall be provided with the following:

The operating weight of the unit (in pounds) as delivered, including standard equipment and all specified options and with full fluid capacities, shall be stenciled in two inch high black letters/numerals on each side of the machine in a conspicuous location.

Four tie-down points for safely securing the unit during trailer transport. One tie-down point shall be located as close as practicable to each of the unit's lower four corners. The tie-down points shall have an aggregate rated strength of at

least one and one-half times the unit's gross weight. If lashing (D) rings are provided, the rings shall accommodate a 1/2 inch (13 mm), grade 80, grab hook.

The weight centerline, computed with full fuel tank and mower in transport position, without operator, shall be clearly marked on each side of the unit with a green vertical line approximately 3 inches wide and 5 inches high. (This is for safe loading on trailers).

### Maintenance

All replaceable filter elements for air, fuel, hydraulics, and engine oil shall be available from at least one of the following U.S. manufacturers: AC, Wix, Donaldson, or Baldwin. Replacement tires and tubes shall be available from at least one of the following U.S. manufacturers: Goodyear, Firestone, or General. Replacement or replenishment lubricants required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid, and grease) shall be available from at least one of the following major manufacturers: Shell, Exxon, Texaco, or Citgo. Details concerning the manufacturer and items name or part number for the above maintenance items shall be provided wherever requested on the bid questionnaire.

All threaded fasteners, hydraulic fittings, belts, hoses, and electrical fasteners shall be metric or U.S., and shall meet one or more of the following standards, SEA, JTC, DIN, ISO, UNC, UNF, NPTF

### Serial Number and Data Plate

Each unit shall be provided with a manufacturer's serial number, unique to each unit, permanently attached by plate or engraving, and easily identified. The serial number shall be used by the ordering agency and the manufacturer to identify units for recall, to aid in the recovery of stolen units, to establish ownership, and for other similar reasons. Mower subassembly serial numbers shall share the same base identifier number (example boom serial number is 123456A or 123456-1 and mower head serial number is 123456B or 123456-2).

A data plate shall be attached to each unit indicating serial number and model using block lettering. Permanent plaques mechanically attached are preferred to decals.

### Safety Plaques or Decals

Product safety plaques or decals shall be furnished and affixed at the operator's station and at any area on the equipment that may be hazardous. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques mechanically attached are preferred to decals. Type, size and location of product safety plaques or decals shall be in accordance with current ANSI Z535.4, or latest revision thereto.

### Paint/Finish

The majority of areas to be [painted/powder coated](#) shall be cleaned and primed prior to application of the finish paint. Paint and primers used shall be lead-free. Serial and data plates shall be protected from being painted over. All manufacturer's standard warning, safety, instructional, and identification decals shall be provided, however, there will be no vendor or dealer identification or advertising decals allowed. Each unit shall be thoroughly cleaned and prime coated with a rust preventative and painted the manufacturer's standard color. Finish coat shall be first quality.

### Service Point Accessibility

All lubrication and frequent service items shall be readily and easily accessible to the operator/technician.

### Pilot Model

A pilot model unit may be requested to be delivered by the governmental entity ordering three (3) or more units. Only one (1) pilot unit can be required by the same governmental entity for a given make and model unless the manufacturer makes significant changes to the make and model after the approval of a pilot unit. If a pilot model is required, the ordering agency will advise the vendor in writing subsequent to award of the order. The pilot model unit, if requested, will be inspected and performance tested, and the vendor notified of any discrepancies by phone which will be confirmed by a letter. The pilot model unit, if acceptable, will be treated as fulfilling part of the purchase order requirements. All subsequent deliveries of equipment will be required to be the same as the accepted pilot model unit delivered except for optional equipment where specified.

### Training

In conjunction with delivery of the first unit, the successful bidder shall conduct a minimum one-day school on the safety, operation, maintenance, and diagnostics of the unit by factory trained expert personnel at the ordering entity's facility in South Carolina. In addition and for each unique subsequent unit, the successful bidder will conduct a minimum one day school in the county where the unit is to be assigned, as applicable, with the using governmental unit's operator(s) and service personnel, after the equipment has been delivered to the county where it is to be assigned.

The successful bidder(s) shall, if available, supply one complete set of video operator training materials (VHS or DVD format) to the ordering agency. This material shall adequately cover the safe and correct operation of the equipment.

### Service Literature

Service literature shall include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. **Electronic (CD, DVD, or Internet; no concurrent user limits and no access fees allowed)** format is preferred (documents in .pdf format) and should be furnished when available, except for the equipment operator manual that stays with the equipment. This service literature shall be complete and cover the entire unit, to include engines and transmissions. Bidders are required to furnish one complete sample set of service literature with their bid package.

Performance of this contract requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

Performance of this contract requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

### Tractor Specifications

All tractors must have been tested according to the codes of the Organization for Economic Co-operation and Development (**OECD**) (Nebraska Tractor Test Laboratory station for the United States) and found to be acceptable in the opinion of the entity purchasing the tractor.

Attachments/accessories provided shall include all standard items and accessories normally furnished by the manufacturer/dealer.

Overall tractor width for transport shall not exceed 8 feet 6 inches, and overall height shall not exceed 10 feet 8 inches.

Tractors shall be equipped with a Star Headlight and Lantern Model S5199AC strobe light with brush guard mounted above top rear of Roll Over Protection Structure (ROPS) cab to provide 360 degree visibility.

Tractors shall be equipped with a Slow Moving Vehicle (SMV) Identification Emblem, meeting requirements of most recent SAE J-943 standard, and mounted in accordance with the standard.

Tractors shall be equipped with a Back-up alarm 107 db minimum and permanently marked as such.

Mower Specifications

Mowers provided shall include, as a unit, tractor-mounting hardware and structural components, counterweights, cab safety shielding, boom or arm (as applicable), mower deck and blades, hydraulic pumps and motors, electrical or mechanical control systems, and all hoses, wiring, fluids, adjustments, etc. to deliver a functional unit to the ordering agency ready for immediate operation.

Attachments/accessories provided shall include all standard items and accessories normally furnished by the manufacturer/dealer.

Joystick electrohydraulic controls must be available as an option from the mower manufacturer for boom mowers.

[Manufacturers shall have available as part of their standard product offering](#) side or mid-mounted boom mowers capable of reaching horizontally 25 feet from tractor centerline to cut. Adequate counterweight shall be provided to stabilize the tractor during all mowing operations.

Liquid-filled tires/tubes is NOT an acceptable method of providing counterweight for attached mowers.

Mowers shall securely stow for transport while tractors and mowers are loaded onto trailers. Overall width in transport position shall not exceed 10 feet (8 feet 6 inches preferred), and overall height in transport position shall not exceed 10 feet 8 inches.

The mower shall be mounted on the tractor and hydraulically operated in a manner approved by the mower manufacturer. The mower installation must be performed by the mower manufacturer at the mower factory/assembly plant or authorized dealer. Installation shall not be made by a tractor dealership unless the dealership is factory authorized to do so. Documentation must be made available upon request certifying this authorization.

All mowers shall pass the foot probe test, blade impact test, blade unbalance test, structural integrity test, and thrown object test in accordance with the most recent SAE J-232 Recommended Practice for rotary motors and SAE J-1001 for flail mowers and power rakes.

The mower and installation shall not restrict access to the tractor for performing all routine preventive maintenance requirements on the tractor. Engine panels, oil check sticks, drain plugs, oil and water fill points, and similar items shall be readily accessible for service. The minimum ground clearance under the tractor, with mower, shall be seven (7) inches.

Inadvertent contact with moving machinery parts hazards shall be minimized during normal mounting, starting, operating, or dismounting the equipment by guarding and shielding. The controls furnished with mower, and their direction of motion for stopping, starting, speed control, and operation shall be identified by a label. The mower shall be provided with identification, giving model and serial numbers. Pressurized hoses, lines and components furnished with the mower shall be located or shielded so that in the event of rupture, fluid is not discharged directly onto the operator when in the operator zone.

**DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER**

Deliveries to the South Carolina Department of Transportation must be made to the Equipment Depot, 1500 Shop Road, Columbia, S.C. 29201. All other deliveries must be made to the location specified by the Using Governmental Unit on its purchase order. Ordering agencies reserve the right to require the vendor to assist unloading shipments. This especially applies to shipments in enclosed semi-trailers or trucks where a yard-type forklift cannot access the load from three sides of the semi-trailer or truck. Deliveries on flat bed semi-trailers, drop deck semi-trailers, or flat bed truck are preferred over deliveries in enclosed trucks or trailers.

Allen Register, Procurement Officer

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Date: 5/19/2010

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**DELIVERY DATE -- PURCHASE ORDER**

All tractors shall be delivered within 180 days of receipt of purchase order. All mowers shall be delivered within 90 days of receipt of purchase order. Mowers installed onto tractors must be delivered within 90 days of receipt of tractor.

**QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

##### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

1. All bidders will be required to furnish the manufacturer's published government/commercial price list unless the manufacturer does not publish one. In the event the manufacturer does not publish a government price list, a published commercial price list will be considered. No other price list will be acceptable and any bids that do not comply with this requirement will be rejected.
2. If a manufacturer bids directly and they intend to use dealers/distributors, then the manufacturer should provide a listing of those individual dealers by name, physical location, mailing address, telephone and fax numbers, and the contact person's name.

**NOTE:** The listing of a dealer/distributor is an administrative matter. Changes to the contractor's dealer/distributor list will not require a change order document. The two (2) contractual requirements supported by the dealer/distributor list that must be maintained by the contractor throughout the life of the contract are:

1. Complete and continuous distribution coverage of the entire State.
  2. All named distributors/dealers must be in good standing with the State.
3. Bidders should provide a copy of the maximum standard written warranty with their bid on tractors and/or mowers. See "Warranty" clause in Section VII B.
  4. Each bidder shall attach to his bid illustrated catalog data sheets for every product in its product line for each Lot on which it bids. This must include manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the State's engineers and/or staff to properly evaluate the bid.
  5. Bidders are required to furnish one complete sample set of service literature with their bid package.

## **MINORITY PARTICIPATION (JAN 2006)**

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## **V. QUALIFICATIONS**

### **QUALIFICATION OF OFFEROR (JAN 2006)**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

### **SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)**

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]



## VI. AWARD CRITERIA

### AWARD BY ITEM

Award will be made by individual item.

This will be a multiple award contract based on the highest percentage discount offered from each manufacturer's published government/commercial price list unless the manufacturer does not publish one. In the event the manufacturer does not publish a government price list, a published commercial price list will be acceptable. **Bidders must offer a minimum discount of 25% for tractors (all HP ranges) and related attachments/accessories, and 20% for mowers and related attachments/accessories and mower installation.** Any bids that do not comply with the above will be rejected. Offerors may bid on tractors for any individual HP range, or mowers, or all items, but individual awards will be made on each line item listed. Only one (1) award will be made to a single offeror pursuant to a single manufacturer's product line for each individual line item. Awards may be made to manufacturer(s) directly, or to an individual dealer/distributor. Be sure to indicate on the bidding schedule which manufacturer's products you are bidding.

When more than one bidder offers the same manufacturer's products, the manufacturer's price list must be the same from each bidder. If bidders offer different price lists from the same manufacturer, the most current price list will be evaluated. Bidders are to indicate in the bidding schedule the best single percentage discount on the tractors and mowing equipment listed within each item and if applicable and different, a percentage discount on accessories and optional equipment. Additional discounts are requested for orders of three (3) or more units.

Discounts for any optional accessories will not be used in the evaluation for award, but if they seem excessive or inconsistent as compared to other offers by the same manufacturer, they may be considered grounds to reject that offer.

Any line offered for which the discount/price is far out of line with the other manufacturers or dealers/distributors on that lot may be removed from the approved list and no award will be made on that manufacturer's line.

### AWARD CRITERIA -- BIDS

Award will be made to the **five (5)** responsible and responsive bidder(s) offering the highest percentage discount to the State on each individual item. [06-6020-1]

### AWARD TO MULTIPLE OFFERORS

Award will be made to more than one Offeror.

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### PERCENTAGE DISCOUNT GOVERNS

In determining award, Percentage Discounts will govern over Evaluated Amount(s) if a bidder makes a mathematical error in calculating its Evaluated Amount.

### CALCULATING LOW BIDS – MOWERS

Reports from previous contract vendors indicate that the State purchased approximately \$7,200,000 worth of mowers at an average discount of 20% during the term of the previous contract. Since the State cannot predict future usage of the awarded contracts, it will rely on historical usage to evaluate offers. The State will assume equal usage of the **five (5) contracts it intends to award** for evaluation purposes only. The historical usage level (expressed in dollars) that will be used for evaluation purposes only is **\$1,728,000** ( $(\$7,200,000 \times 1.20) \div 5$ ). Therefore, in order to determine the Evaluated

Amount, please complete the following calculation and enter the final number into the "Evaluated Amount" box in the bidding schedule:

$\$1,728,000 \times \underline{\hspace{2cm}} (1.00 - \% \text{ discount in decimal form}) = \$\underline{\hspace{2cm}}$  (Enter into Evaluated Amount box in bidding schedule)

When calculating, be sure to enter your percentage discount in decimal form. Example: a 25% discount should be entered as 0.25. Then subtract your percentage discount in decimal form from 1.00. Then multiply that number by \$1,728,000 to determine the Evaluated Amount. Percent Discount used for this calculation must be the same as the Percent Discount indicated in the bidding schedule.

EXAMPLE: The Evaluated Amount for a 25% discount would be calculated as follows:

$\$1,728,000 \times 0.75 = \textbf{\$1,296,000}$  (The bolded number would be entered into the bidding schedule as the Evaluated Amount)

### **CALCULATING LOW BIDS – TRACTORS (ALL HP RANGES)**

Reports from previous contract vendors indicate that the State purchased approximately \$10,200,000 worth of tractors at an average discount of 25% during the term of the previous contract. Since the State cannot predict future usage of the awarded contracts, it will rely on historical usage to evaluate offers. The State will assume equal usage of each of the **five (5) contracts it intends to award in each of the three (3) respective HP ranges** for evaluation purposes only. The historical usage level (expressed in dollars) that will be used for evaluation purposes only is **\$850,000** ( $(\$3,400,000 \times 1.25) \div 5$ ). Therefore, in order to determine the Evaluated Amount, please complete the following calculation and enter the final number into the "Evaluated Amount" box in the bidding schedule:

$\$850,000 \times \underline{\hspace{2cm}} (1.00 - \% \text{ discount in decimal form}) = \$\underline{\hspace{2cm}}$  (Enter into Evaluated Amount box in bidding schedule)

When calculating, be sure to enter your percentage discount in decimal form. Example: a 25% discount should be entered as 0.25. Then subtract your percentage discount in decimal form from 1.00. Then multiply that number by \$850,000 to determine the Evaluated Amount. Percent Discount used for this calculation must be the same as the Percent Discount indicated in the bidding schedule.

EXAMPLE: The Evaluated Amount for a 25% discount would be calculated as follows:

$\$850,000 \times 0.75 = \textbf{\$637,500}$  (The bolded number would be entered into the bidding schedule as the Evaluated Amount)

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

### **BANKRUPTCY (JAN 2006)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]

**DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

**FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

**FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

**NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

**NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

**PAYMENT (JAN 2006)**

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

## **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

## **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order.

Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

## **SETOFF (JAN 2006)**

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

## **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

## **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

Allen Register, Procurement Officer  
Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)  
Telephone: (803) 737-3410

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

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#### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

**VII. TERMS AND CONDITIONS -- B. SPECIAL****FEE FOR ADMINISTRATIVE SERVICES – RECEIPTS - SPO (OCT 2007)**

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

**NOTICE:** The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at [www.ogs.state.sc.us/DDP/terms/](http://www.ogs.state.sc.us/DDP/terms/). Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.



**ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)**

If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

**CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

**CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

[07-7B030-1]

**CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

**DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;



(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

#### **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

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**ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

**ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

**INDEMNIFICATION -- THIRD PARTY CLAIMS (JAN 2006)**

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement. [07-7B100-1]

**MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

**PRICE ADJUSTMENTS**

It is the intent of the State to fix prices over the entire maximum contract period. The Price Adjustments clauses are only intended to be used if highly unusual market conditions cause consideration to be warranted.

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

## **PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B180-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.  
[07-7B185-1]

## **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

## **SHIPPING / RISK OF LOSS**

For mowers and/or tractors ordered as an individual unit, or for tractor/mower units after installation has been completed by the mower dealer/manufacturer: **F.O.B. Destination.** Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

For tractors that must be sent to the mower dealer/manufacturer for installation: **F.O.B. Destination.** Destination is the designated receiving site of the mower dealer/manufacturer that will perform the installation. (See Delivery clause)

## **STATEWIDE TERM CONTRACT (JAN 2006)**

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

**STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

**TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

**TERM OF CONTRACT -- OPTION TO RENEW**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. The maximum length of this contract is five (5) years. [07-7B245-1]

**TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

**TERMINATION FOR CONVENIENCE (JAN 2006)**

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement

Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **WARRANTY -- STANDARD**

Bidders must provide a copy of the maximum standard written warranty with their bid on tractors and/or mowers. The mower manufacturer/dealer shall be responsible to warrant mower installation related claims. Warranties must cover a period of no less than twelve (12) months. The warranty start date shall be based on the unit's in-service date as established by its issue to the using field custodian, and the vendor shall perform all the administrative work necessary to accomplish this following notification by the Department.

In the event there is not an authorized parts and service dealership within a reasonable distance of the unit's place of assignment, there shall be a procedure for the Department to make a claim for recovering the cost of parts, labor, and shipping/transport charges incurred in performing repairs which otherwise would have been covered by the warranty. Instructions and forms needed for warranty claims should be attached to the bid.

The unit shall be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates needed to receive warranty repairs at a dealership.

Bidders must warrant that equipment will be accepted for maintenance by the original manufacturer if bidder is not the manufacturer or does not provide maintenance.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

#### Start of Item 1

The percentage discount for this Item will be for "Factory Installation" of Mowers.

Enter into the bidding schedule(s) the single percentage discount off list price you are offering in the "Percent Discount" box.

Reports from previous contract vendors indicate that the State purchased approximately \$7,200,000 worth of mowers at an average discount of 20% during the term of the previous contract. Since the State cannot predict future usage of the awarded contracts, it will rely on historical usage to evaluate offers. The State will assume equal usage of the **five (5) contracts it intends to award** for evaluation purposes only. The historical usage level (expressed in dollars) that will be used for evaluation purposes only is **\$1,728,000**  $((\$7,200,000 \times 1.20) \div 5)$ . Therefore, in order to determine the Evaluated Amount, please complete the following calculation and enter the final number into the "Evaluated Amount" box in the bidding schedule:

$\$1,728,000 \times \underline{\hspace{2cm}} (1.00 - \% \text{ discount in decimal form}) = \$\underline{\hspace{2cm}}$  (Enter into Evaluated Amount box in bidding schedule)

When calculating, be sure to enter your percentage discount in decimal form. Example: a 25% discount should be entered as 0.25. Then subtract your percentage discount in decimal form from 1.00. Then multiply that number by \$1,728,000 to determine the Evaluated Amount. Percent Discount used for this calculation must be the same as the Percent Discount indicated in the bidding schedule.

EXAMPLE: The Evaluated Amount for a 25% discount would be calculated as follows:

$\$1,728,000 \times 0.75 = \mathbf{\$1,296,000}$  (The bolded number would be entered into the bidding schedule as the Evaluated Amount)

Item	Quantity	Unit of Measure	Percent Discount	Evaluated Amount (see instructions above)
1	1	each		
<b>Product Catg.:</b> 97508 - Agricultural Tractors Mowers Implements and Acc.				
<b>Item Description:</b> Mowers, Tractor Mounted, Front, Side, or Rear (Cutter Head with or without Telescoping Boom Boom, Flail, Rotary, Saw Blade, or Sickle Bar Cutter Heads				

**MANUFACTURER:** \_\_\_\_\_

*(Bidding schedule for Item 1 continues on the next page)*

Description

Percentage Discount Off Price List

Factory Installed Attachments & Accessories \_\_\_\_\_ %

Dealer Installed Attachments & Accessories \_\_\_\_\_ %

Allen Register, Procurement Officer

Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)

Telephone: (803) 737-3410

Materials Management Office

1201 Main Street, Suite 600

Columbia, South Carolina 29201

Section: R

Page: 102

Date: 5/19/2010

Additional Discount for orders of three (3) or more units: \_\_\_\_\_%

Discount for units picked up by agency at dealer's SC location \$ \_\_\_\_\_

DELIVERY (DAYS ARO): \_\_\_\_\_

**Note: Each bidder must provide their individual "Extended Warranty Schedules" with Option Pricing/Costs for each on a separate attachment.**

**End of Item 1**



**Start of Item 2**

**Enter into the bidding schedule(s) the single percentage discount off list price you are offering in the “Percent Discount” box.**

Reports from previous contract vendors indicate that the State purchased approximately \$10,200,000 worth of tractors at an average discount of 25% during the term of the previous contract. Since the State cannot predict future usage of the awarded contracts, it will rely on historical usage to evaluate offers. The State will assume equal usage of each of the **five (5) contracts it intends to award in each of the three (3) respective HP ranges** for evaluation purposes only. The historical usage level (expressed in dollars) that will be used for evaluation purposes only is **\$850,000** ((**\$3,400,000** x 1.25) ÷ 5). Therefore, in order to determine the Evaluated Amount, please complete the following calculation and enter the final number into the “Evaluated Amount” box in the bidding schedule:

**\$850,000** x \_\_\_\_\_ (1.00 - % discount (in decimal form)) = \$\_\_\_\_\_ (Enter into Evaluated Amount box in bidding schedule)

When calculating, be sure to enter your percentage discount in decimal form. Example: a 25% discount should be entered as 0.25. Then subtract your percentage discount in decimal form from 1.00. Then multiply that number by \$850,000 to determine the Evaluated Amount. Percent Discount used for this calculation must be the same as the Percent Discount indicated in the bidding schedule.

EXAMPLE: The Evaluated Amount for a 25% discount would be calculated as follows:

**\$850,000** x 0.75 = **\$637,500** (The bolded number would be entered into the bidding schedule as the Evaluated Amount)

Item	Quantity	Unit of Measure	Percent Discount	Evaluated Amount (see instructions above)
<b>2</b>	1	each		
<b>Product Catg.:</b> 97508 - Agricultural Tractors Mowers Implements and Acc.				
<b>Item Description:</b> Tractors, Wheel Type, Industrial, From <b>75.1 - 95</b> PTO Horsepower,				

**MANUFACTURER:** \_\_\_\_\_

<u>Description</u>	<u>Percentage Discount Off Price List</u>
Factory Installed Attachments/Implements & Accessories	_____ %
Dealer Installed Attachments/Implements & Accessories	_____ %
DELIVERY (DAYS ARO):	_____
Additional Discount for orders of three (3) or more units:	_____ %

**Note: Each bidder must provide their individual “Extended Warranty Schedules” with Option Pricing/Costs for each on a separate attachment. End of Item 2**

**Start of Item 3**

**Enter into the bidding schedule(s) the single percentage discount off list price you are offering in the “Percent Discount” box.**

Reports from previous contract vendors indicate that the State purchased approximately \$10,200,000 worth of tractors at an average discount of 25% during the term of the previous contract. Since the State cannot predict future usage of the awarded contracts, it will rely on historical usage to evaluate offers. The State will assume equal usage of each of the **five**



\$850,000 x \_\_\_\_\_ (1.00 - % discount in decimal form) = \$\_\_\_\_\_ (Enter into Evaluated Amount box in bidding schedule)

When calculating, be sure to enter your percentage discount in decimal form. Example: a 25% discount should be entered as 0.25. Then subtract your percentage discount in decimal form from 1.00. Then multiply that number by \$850,000 to determine the Evaluated Amount. Percent Discount used for this calculation must be the same as the Percent Discount indicated in the bidding schedule.

EXAMPLE: The Evaluated Amount for a 25% discount would be calculated as follows:

$\$850,000 \times 0.75 = \mathbf{\$637,500}$  (The bolded number would be entered into the bidding schedule as the Evaluated Amount)

Item	Quantity	Unit of Measure	Percent Discount	Evaluated Amount (see instructions above)
4	1	each		
<b>Product Catg.:</b> 97508 - Agricultural Tractors Mowers Implements and Acc.				
<b>Item Description:</b> Tractors, Wheel Type, Industrial, From <a href="#">140.1-225</a> PTO Horsepower,				

**MANUFACTURER:** \_\_\_\_\_

Description

Percentage Discount Off Price List

Factory Installed Attachments/Implements & Accessories

\_\_\_\_\_ %

Dealer Installed Attachments/Implements & Accessories

\_\_\_\_\_ %

DELIVERY (DAYS ARO):

\_\_\_\_\_

Additional Discount for orders of three (3) or more units:

\_\_\_\_\_ %

**Note: Each bidder must provide their individual "Extended Warranty Schedules" with Option Pricing/Costs for each on a separate attachment. End of Item 4**

## IX. ATTACHMENTS TO SOLICITATION

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

### OFFEROR'S CHECKLIST (JUN 2007)

#### OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

Allen Register, Procurement Officer  
Email: [aregister@mmo.sc.gov](mailto:aregister@mmo.sc.gov)  
Telephone: (803) 737-3410

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: R  
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Date: 5/19/2010

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]